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DELAWARE COUNTY IOWA
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1999 JA 15 AM 10: 36
BOOK 1999 PAGE 103
DEBORAH L. FEYTON
DELAWARE CO. RECORDER
$10.00

PREPARED BY: SUE FERGUSON First Trust Bank, P.O. Box 2189, C.R. 1800-1ST AVE NE, CEDAR RAPIDS, IA 52402 319-286-1828

MODIFICATION OF NOTE AND MORTGAGE

WHEREAS, John L. Harder and Jennifer C. Harder, (hereinafter referred to as "Borrower"), did on the 30th day of August, 1995, execute one certain note (hereinafter referred to as "Promissory Note") in the face amount of Ninety thousand dollars and no cents ($90,000.00) payable to the order of First Trust and Savings Bank (hereinafter referred to as "Lender"); and

WHEREAS, the Borrower, in order to secure the Promissory Note, executed one certain Mortgage on the 30th day of August, 1995, covering the property situated in Delaware County, Iowa which Mortgage was recorded in Book 127 at Page 73 of the Delaware County Recorder's records on September 1, 1995; and described as follows:

LOT ONE (1) OF STONE'S FOURTH ADDITION TO DELAWARE COUNTY, IOWA, A SUBDIVISION OF PART OF LOT TWENTY EIGHT (28) OF STONE'S FIRST ADDITION TO DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 5 PLATS, PAGE 130

WHEREAS, the Lender is now the holder of the Promissory note and Mortgage, and the Borrower is the owner of the mortgaged premises; and

WHEREAS, the Lender, in consideration of the promises, representations and statements herein contained agrees to the changes hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. The principal balance of Sixty thousand five hundred fourteen dollars and sixty-seven cents ($60,514.67), being the aggregate principal sum presently remaining unpaid, shall be due and payable as hereinafter set forth, with interest thereon, on the from time to time unpaid balances thereof as hereinafter set forth.

☒ Fixed Rate

The said principal sum shall bear interest from the 29th day of December, 1998 at the rate of 7.50 percent per annum.

The borrower shall pay the principal sum together with interest thereon in equal installments of Four thousand five hundred seventy-five dollars and no cents ($4,575.00), the first installment to be paid on the 1st day of April, 1999, and a like installment to be paid semi-annually thereafter until the 1st day of October, 2003, at which time the entire unpaid balance of the principal sum with all accrued interest thereon shall be due and payable in full. Said payments to be applied first to interest due and the remainder on principal until paid in full. Interest after maturity shall be at the rate of Seven and one-half percent (7.50%) per annum.

☐ Variable Rate

A. **Interest Rate.** Until changed, the interest rate shall be _____% effective_____. The interest rate may change on N/A, and on that day every _____ payment thereafter. Each date on which the interest rate could change is called a "Change Date."

B. **Index.** Beginning with the first Change Date, the interest rate will be based on an Index. The index is _____. The most recent Index figure available as of the date ___ days before each Change Date is called the "Current Index". If the index is no longer available, the Lender will choose a new Index, which is based upon comparable information. The Lender will give Borrower notice of this choice.

C. **Calculation of Changes.** Before each Change Date, the Lender will calculate the new interest rate by adding _____ percentage points (_____%) to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section D below, this rounded amount will be the new interest rate until the next Change Date. The Lender will then determine the amount of the _____ payment that would be sufficient to repay the unpaid principal at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the _____ payment.

D. **Limits on Interest Rate Changes.** The interest rate at the first Change Date will not be greater than _____% or less than _____%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than ____ percentage points (____%) from the rate of interest for the preceding payments. The interest rate will never be greater than _____% or less than _____%.

E. **Effective Date of Changes.** The new interest rate will become effective on each Change Date. Borrower will pay the amount of the new _____ payment beginning on the first _____ payment date after the Change Date until the amount of the _____ payment changes again.

F. **Notice of Changes.** The Lender will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the _____ payment before the effective date of any change. The notice will include information required by law to be given Borrower and also the title and telephone number of person who will answer any question Borrower may have regarding the notice and shall be deemed given when sent by ordinary mail to the address of the Property or of the Borrower.

G. **Payments.** Beginning _____, and continuing on the _____ day of each month thereafter until the first Change Date, the monthly principal and interest payments are in the amount of $_____. Said payments are to be applied first to interest due and the remainder to principal until paid in full. Interest after maturity shall be at the above rate plus 0% per annum.

H. **Maturity.** If not sooner paid, the entire principal balance and all accrued interest shall be due and payable in full on the _____day of _____.

2. Borrower hereby reaffirms all of the obligations contained in the Promissory Note and Mortgage as hereby modified and promises to pay the debt represented by the Promissory Note as hereby modified and certifies that there are no defenses to the Promissory Note and Mortgage and agrees that all interest heretofore collected or charged on the Promissory Note is hereby agreed to and all defenses thereto are hereby waived. Borrower further agrees that said Mortgage shall continue a lien upon the above-described property and that neither the Promissory Note nor the Mortgage securing the same are in any way prejudiced by this Agreement, and said Promissory Note and Mortgage and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

3. This modification shall not be deemed to constitute a waiver of any defaults by the Borrower whether they have occurred in the past, are presently existing, or shall occur in the future, and all rights and remedies granted to the Lender as a result of said defaults are hereby preserved as if this extension had not been granted.

4. Borrower hereby warrants that it has merchantable title to the property described in the Mortgage free and clear of all liens and encumbrances other than the above Mortgage to the Lender.

☐ Check here if applicable

And subject to one certain Second Mortgage to _____ _____ dated the _____ day of _____, _____, and recorded the _____ day of _____, _____, in Book _____, Page _____.

5. All Guarantors by the execution hereof consent to the terms hereof.

6.

☒ Check here if Applicable

THIS LOAN IS PAYABLE IN FULL ON THE 1st DAY OF October, 2003. AT MATURITY THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME BANK.

7. Borrower (and Guarantors if applicable) agree that any fees collected by Lender in connection with this modification shall be and are hereby agreed to as permitted closing fees, all as contemplated by Iowa Code Section 535.8(2) (a).

IN WITNESS WHEREOF, the Agreement has been duly executed by the parties hereto effective the 29th day of December, 1998. Receipt of a copy hereof is hereby acknowledged by Borrower.

BORROWER:

John L. Harder

Jennifer C. Harder

LENDER:

First Trust and Savings Bank

BY: _____
Greg Christensen - Vice President

GUARANTORS:

_____

_____

STATE OF IOWA
COUNTY OF ss:

On this 29th day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John L. Harder and Jennifer C. Harder, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Dana M. Willard
Notary Public in and for the State of _____
My commission expires: 4-11-2000

STATE OF IOWA
COUNTY OF ss:

On this 29th day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Greg Christensen, to me personally known, who being by me duly sworn did say that he/she is the Vice President of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Greg Christensen as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him/her voluntarily executed.

Sue Ferguson
Notary Public in and for the State of Iowa

My commission expires: 7-13-01